

**PROJECT MANUAL
PROPOSED BRIDGE REPAIR OF CRANEHILL DRIVE
OVER IVY CREEK**

**CITY PROJECT NO. 02021-B
COMM. NO. 03026**



**FINANCIAL SERVICES
PROCUREMENT DIVISION
P.O. BOX 60
LYNCHBURG, VA 24505
TELEPHONE (434) 455-3962
FAX (434) 845.0711**

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ADVERTISEMENT FOR BIDS

MANDATORY ATTENDANCE REQUIRED AT PRE-BID CONFERENCE

Sealed bids for "PROPOSED BRIDGE REPAIR OF CRANEHILL DRIVE OVER IVY CREEK" will be received by the City of Lynchburg, Procurement Office, City Hall, Lynchburg, VA, February 18, 2004 until 3:00 p.m., and then publicly opened and read, in the Bidder's Room, Third Floor, and City Hall.

This project consists of replacement of one (1) bridge deck (220' long), numerous substructure repairs, painting structural steel and repaving bridge approaches.

Plans, Specifications and Contract Documents are open to public inspection at the office of the City Engineer, 2nd Floor, 900 Church Street, City Hall, Lynchburg, VA; Dodge Plan Room, Roanoke and Richmond, VA; Valley Construction News, Roanoke, VA.

Contract Documents, including Plans and Specifications may be viewed and printed directly from the City's website at www.lynchburgva.gov/procurement. Full size plans may be obtained from the project consultant, Schwartz & Associates, Inc., for a cost of \$30.00. Full sets of bid documents may also be obtained from the consultant for a non-refundable fee of \$50.00.

All requests for clarification of or comments regarding this Bid or for additional information must be made in writing, by facsimile (434) 845-0711 or email tammy.farmer@lynchburgva.gov and received by 2:00 p.m., February 11, 2004.

A **mandatory** Pre-Bid Conference will be held at 10:00 a.m., February 11, 2004, at City Hall, Training Room, Second Floor, 900 Church St, Lynchburg, Virginia.

BID FORM

Tammy Farmer.
Buyer
City of Lynchburg
P. O. Box 60, City Hall
Lynchburg, Virginia 24504

Dear Ms. Farmer

The undersigned, having visited and examined the sites and having carefully studied all drawings and specifications pertaining to "PROPOSED BRIDGE REPAIR OF CRANEHILL DRIVE OVER IVY CREEK" for the City of Lynchburg, Virginia, hereby proposes to furnish all labor, equipment, materials, and services and to perform all operations necessary to execute and complete the work required for the project, in strict accordance with the General Specifications and Standard Drawings by the City of Lynchburg, Road & Bridge Specifications by Virginia Department of Transportation and Project Manual and Drawings by Schwartz & Associates, Inc., Consulting Engineers, together with Addenda Numbered _____ issued during bidding period and hereby acknowledged, subject to the terms and conditions of the agreement for the sum of _____

DOLLARS (\$_____) which shall be referred to hereinafter as the Base Bid. All work shall be completed no later than November 5, 2004.

It is understood and agreed that the Owner, in protecting his best interest, reserves the right to reject any or all bids or waive any defects in favor of the City. Any changes, erasures, modifications, deletions in the bid form, or alternate proposals not specified in the bid proposal shall make the proposal irregular and subject to rejection.

Contractors will indicate a unit price for each item listed below. The listed bid items are to contain all necessary costs required for completion of the plans.

It is understood that all quantities listed on the following pages are estimated quantities and the Owner reserves the right to raise, lower, or eliminate any quantity or item, and in any case, the unit prices shall be used in determining partial and final payment.

CRANEHILL DRIVE OVER IVY CREEK
LYNCHBURG, VA.

BID ITEM LIST

NO MAJOR ITEMS & NO PRICE ADJUSTMENTS

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1	MOBILIZATION	LUMP SUM	LUMP SUM	\$ _____
2	REMOVE PORTION OF EXIST. STR. # 8010	LUMP SUM	LUMP SUM	\$ _____
3	REPLACE WATERLINE SUPPORTS	LUMP SUM	LUMP SUM	\$ _____
4	JACKING & BLOCKING SUPERSTRUCTURE	LUMP SUM	LUMP SUM	\$ _____
5	REPAIR RIPRAP	LUMP SUM	LUMP SUM	\$ _____
6	CONCRETE CLASS A4	245.7 CU. YDS.	\$ _____	\$ _____
7	SHOTCRETE CLASS B	160 SQ. FT.	\$ _____	\$ _____
8	SUBSTRUCTURE CONCRETE REPAIR	594 SQ. FT.	\$ _____	\$ _____
9	ENCASE CAPS	99 LIN. FT.	\$ _____	\$ _____
10	ENCASE STEMS	44.3 LIN. FT.	\$ _____	\$ _____
11	EPOXY COATED REINFORCING STEEL	55,180 LBS.	\$ _____	\$ _____
12	BRIDGE DECK GROOVING	812 SQ. YDS.	\$ _____	\$ _____
13	CONCRETE PARAPET	442 LIN. FT.	\$ _____	\$ _____
14	WATERPROOFING CLASS III	1103 SQ. YDS.	\$ _____	\$ _____
15	PREFORMED ELASTOMERIC JOINT SEALER (3")	54 LIN. FT.	\$ _____	\$ _____
16	PREFORMED ELASTOMERIC JOINT SEALER (4")	54 LIN. FT.	\$ _____	\$ _____
17	SURFACE PREPARATION CLASS IV	1987 SQ. FT.	\$ _____	\$ _____
18	REPLACE BEARINGS	36 EACH	\$ _____	\$ _____
19	REPLACE ANCHOR BOLTS	72 EACH	\$ _____	\$ _____
20	TRAFFIC BARRIER SERVICE CONCRETE PARAPET (SINGLE FACE) (MOD'FD.)	456 LIN. FT.	\$ _____	\$ _____
21	ASPHALT CONCRETE, TYPE SM 9.5D	100 TONS	\$ _____	\$ _____
22	ASPHALT CONC. BASE COURSE TYPE BM-37.5	105 TONS	\$ _____	\$ _____
23	AGGR. BASE MATERIAL TYPE I, SIZE #21-B	60 TONS	\$ _____	\$ _____
24	CRUSHER RUN AGGR. NO. 25 OR NO. 26	50 TONS	\$ _____	\$ _____

NO MAJOR ITEMS & NO PRICE ADJUSTMENTS

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT
25	FLEXIBLE PAVEMENT PLANING 1 1/2" DEPTH	930 S.Y.	\$ _____	\$ _____
26	DROP INLET ST'D. DI-2F (H=7.5', L=16')	1 EACH	\$ _____	\$ _____
27	DROP INLET ST'D. DI-2F (H=5.5', L=16')	1 EACH	\$ _____	\$ _____
28	DROP INLET SILT TRAP (ST'D EC-6)	2 EACH	\$ _____	\$ _____
29	TEMPORARY SILT FENCE(ST'D. EC-5)	455 L.F.	\$ _____	\$ _____
30	SILTATION CONTROL EXCAV.	60 C.Y.	\$ _____	\$ _____
31	CONSTRUCTION SURVEYING	LUMP SUM	LUMP SUM	\$ _____
32	MAINTENANCE OF TRAFFIC	LUMP SUM	LUMP SUM	\$ _____
33	ALLAYING DUST	100 HOURS	\$ _____	\$ _____
34	DEMOLITION OF PAVEMENT	183 S.Y.	\$ _____	\$ _____
35	HYDRAULIC CEMENT CONC. SIDEWALK (4" DEPTH)	80 S.Y.	\$ _____	\$ _____
36	FACEDOWN SIDEWALK (CITY ST'D.) (4" DEPTH)	12 S.Y.	\$ _____	\$ _____
37	RADIAL FACEDOWN CURB (CITY ST'D.)	40 L.F.	\$ _____	\$ _____
38	EXPOSED AGGR. SIDEWALK (4" DEPTH)	3 S.Y.	\$ _____	\$ _____
39	CURB & GUTTER (CITY ST'D.)	214 L.F.	\$ _____	\$ _____
40	RADIAL CURB & GUTTER (CITY ST'D.)	65 L.F.	\$ _____	\$ _____
41	RADIAL ST'D. CG-2 CURB	32 L.F.	\$ _____	\$ _____
42	TRAFFIC BARRIER SERVICE, CONCRETE	424 L.F.	\$ _____	\$ _____
43	SEEDING	LUMP SUM	LUMP SUM	\$ _____
44	GUARDRAIL ST'D. GR-2	50 L.F.	\$ _____	\$ _____
45	GUARDRAIL TERMINAL ST'D. GR-9 (NCHRP-350)	2 EACH	\$ _____	\$ _____
46	GUARDRAIL TERMINAL ST'D. GR-9 (MOD.) (NCHRP-350)	2 EACH	\$ _____	\$ _____
47	FIXED OBJECT ATTACHMENT GR-FOA-2 TYPE I (RUN-ON)	1 EACH	\$ _____	\$ _____
48	FIXED OBJECT ATTACHMENT GR-FOA-2 TYPE I (RUN-ON)(MOD.)	1 EACH	\$ _____	\$ _____
49	FIXED OBJECT ATTACHMENT GR-FOA-1 TYPE I (RUN-ON)	1 EACH	\$ _____	\$ _____

NO MAJOR ITEMS & NO PRICE ADJUSTMENTS

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT
50	FIXED OBJECT ATTACHMENT GR-FOA-1 TYPE I (RUN-ON)(MOD.)	1 EACH	\$ _____	\$ _____
51	FURNISH PORTABLE CHANGEABLE MESSAGE SIGN	6 EACH	\$ _____	\$ _____
52	PORTABLE CHANGEABLE MESSAGE SIGN	1,512 HOURS	\$ _____	\$ _____
TOTAL BASE BID			\$ _____	

ALTERNATE #1 (CRANEHILL DRIVE OVER IVY CREEK St. # 8010)

1	RECOAT EXISTING STRUCTURE	LUMP SUM	LUMP SUM	\$ _____
2	ENVIRONMENTAL PROTECTION, HEALTH & SAFETY	LUMP SUM	LUMP SUM	\$ _____
3	DISPOSAL OF MATERIAL, TYPE B	LUMP SUM	LUMP SUM	\$ _____
TOTAL ALTERNATE #1			\$ _____	

ALTERNATE #2 (CRANEHILL DRIVE OVER IVY CREEK St. # 8010)

1	PREPARE & OVERCOAT EXISTING STRUCTURE	LUMP SUM	LUMP SUM	\$ _____
2	ENVIRONMENTAL PROTECTION, HEALTH & SAFETY	LUMP SUM	LUMP SUM	\$ _____
3	DISPOSAL OF MATERIAL, TYPE B	LUMP SUM	LUMP SUM	\$ _____
TOTAL ALTERNATE #2			\$ _____	

ALTERNATE #3 (CRANEHILL DRIVE OVER IVY CREEK St. # 8010)

1	PEDESTRIAN FENCE "SIDEWALK SIDE ONLY"	221 LIN.FT.	\$ _____	\$ _____
TOTAL ALTERNATE #3			\$ _____	

ALTERNATE #4 (CRANEHILL DRIVE OVER IVY CREEK St. # 8010)

1	PEDESTRIAN FENCE "BOTH SIDES"	442 LIN.FT.	\$ _____	\$ _____
TOTAL ALTERNATE #4			\$ _____	

We are properly equipped to execute all work of the character and extent of the agreement and so covered by this bid, and will enter into agreement for the execution and completion of the work in accordance with the drawings and specifications in this bid; and we further agree that if awarded the contract, we will commence the work on the date stated in the "Notice to Proceed" and will maintain a work force large enough to execute the work and all obligations no later than the completion date stated hereinbefore.

Enclosed herewith is the following Security, offered as evidence that the undersigned will enter into agreement for the execution and completion of the work in accordance with the drawings, specifications and Project Manual.

Bidder's Bond or Certified Check in the amount of: \$ _____

Bond Issued by or name of Bank: _____

EQUAL OPPORTUNITY REPORT STATEMENT(Attachment 1)

The Bidder shall complete the following statement by checking the appropriate blank as follows.

The Bidder has _____ has not _____ participated in a previous contract subject to the non-discrimination clause prescribed by Executive Order 10925, dated March 6, 1961, or Executive Order 11114 dated June 22, 1963.

In conjunction with the City of Lynchburg's policy to utilize Disadvantaged Business Enterprises wherever possible, the Bidder has solicited quotations for labor, material, and/or services from the following:

<u>NAME OF FIRM</u>	<u>PERSON(S) CONTACTED</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Of those listed above, we intend, at this time, to utilize the following in the completion of the work required by this contract:

"This firm assures that it will give its best efforts to utilize Disadvantaged Business Enterprises wherever possible."

CERTIFIED BY: _____ (signature)

_____ (typed/printed name & title)

BIDDER'S NAME: _____

IRS NUMBER: _____

_____ This firm shall perform all construction with its own employees and, therefore, is not required to solicit quotations from DBE's.

FAILURE TO DOCUMENT AND REPORT DBE CONTACTS ON THIS FORM MAY BE A BASIS FOR REJECTION OF THE BID AS NONCONFORMING.

The undersigned hereby agrees, if awarded the contract, to execute and deliver to the City within ten (10) days after his receipt of Contract Documents, a satisfactory contract bond as required in the amount of 100% of the Contract Price.

The undersigned further agrees that in case of failure on his part to execute the said agreement within the ten consecutive calendar days after written notice being given on the award of the contract, the monies payable by the Securities accompanying this bid shall be paid to the City of Lynchburg, Virginia, as liquidated damages for such failure; otherwise, the Securities accompanying this bid shall be returned to the undersigned.

Attached herewith is a certified Anti-Collusion Statement. Failure to sign and notarize this statement may result in rejection of the bid.

This bid is subject to acceptance within a period of 90 days from this date.

Respectfully submitted,

DATE:_____

CONTRACTOR

CURRENT CONTRACTOR'S VIRGINIA
REGISTRATION NO._____

ADDRESS

BY:_____
TITLE:_____

If determined to be the successful low bidder(s), the above-signed elects to utilize the escrow account procedure, a copy of which is attached to this bid proposal package.

Write "Yes" or "No" on
above line.

The City reserves the right not to withhold retainage.

In the event the successful bidder elects to use the escrow account procedure, the "Escrow Agreement" form shall be executed and submitted to the City of Lynchburg Engineering Division within fifteen (15) calendar days after notification. If the "Escrow Agreement" form is not submitted within the fifteen-day period, the Contractor shall forfeit his rights to the use of the escrow account procedure.

The Bidder shall state here what previous Municipal type of work he has performed similar to that contemplated in this Contract, and given references that will afford the City of Lynchburg an opportunity to judge his experience and skill.

Failure to provide satisfactory evidence of experience shall cause the bid to be rejected.

Location	Date	Owner	Phone Number	Contact Person	Type of Work Done
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INSURANCE REQUIREMENTS

The contractor/vendor shall procure, maintain, and provide proof of insurance coverage for injuries to persons or damages to property which may arise from or in connection with the work performed on behalf of the City by the contractor, his agents, representative, employees, or subcontractor. Such coverage shall be maintained by the contractor/vendor for the duration of the contract period.

Broad Form Commercial General Liability:

(Occurrence Form CG0001, Ed. 11/88): \$2,000,000 CSL, BI &PD

Automobile Liability:

Code 1 "ANY AUTO" (Form CA0001 Ed. 6/92): \$1,000,000 CSL, BI & PD

Workers' Compensation: Statutory Amount

Please state your ability to comply with these requirements _____
YES NO

The insurance policies shall include or be endorsed to include the following provisions.

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
2. Any deductibles or self-insured retentions applicable to required coverage's shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverage's.
4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
6. All rights of subrogation against the City shall be waived.
7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverage's, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply_____
8. All coverage's for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. *During the performance of this contract, the contractor agrees as follows:*
 - A. *The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.*
 - B. *The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.*
 - C. *Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.*
2. *The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.*

Certified by: _____ (corporate seal)

Date: _____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

_____ (seal)

Acknowledged before me this _____ day of _____ , _____

Notary Public

My commission expires: _____

ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING

If a limited liability company, limited liability partnership or a limited partnership indicates below:

Check one: ☐ Limited liability company

☐ Limited liability partnership

☐ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No

Name and address of organizer: _____

List who is authorized to execute contracts: _____

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business: _____

If you are a sole proprietor using an assumed name, please list below:

Registration date: _____ Expires: _____

Questions to Offeror

1. Offerors are to respond to the following question: Have the individual(s), owner(s), or principal officer(s) of the firm submitting the proposal ever been convicted of a felony or a misdemeanor involving moral turpitude, that would adversely affect the ability to perform the contract?

YES _____ NO _____

If yes, list individual or officer and title and give details.

NOTE: Answering yes to this question will not necessarily exclude your company from consideration but will be used to weigh the relationship between the offense and the contract to be performed.

2. Is your firm currently involved in litigation which would adversely affect performance on this contract?

YES _____ NO _____

CONSTRUCTION AGREEMENT

This Agreement made and entered into on the ____ day of _____, 20____, by and between _____, party of the first part, hereinafter referred to as Contractor, and the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, party of the second part, hereinafter referred to as the Owner.

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor shall furnish all labor, materials, tools, and equipment and perform all work in manner and form as contained in the Project Manual and Drawings, dated _____ for the "PROPOSED BRIDGE REPAIR OF CRANEHILL DRIVE OVER IVY CREEK" and all other specifications as referenced in these documents.

2. That the Contractor shall commence work within ten (10) days after award of the Contract and Notice to Contractor to Proceed with the work under contract, and shall substantially complete the work no later than November 5, 2004, this is a "Fixed Completion Date" Contract. Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the work is not completed within the times specified in the Notice To Proceed, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in providing the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay _____ dollars (\$ _____) for each day that expires after the time specified for completion. If the Contractor is subject to liquidated damages the City has the right to withhold the liquidated damages from the Contractor's regular payments or retainage.

3. The Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, as follows:

_____ Dollars
(\$ _____)

4. The Owner shall make partial payment on a monthly basis to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, less five percent (5%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within 90 days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall at its expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

7. Contractor agrees to fulfill all requirements of State, Federal, and Municipal laws which may be applicable to this project.

This Agreement is executed in four counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

IN WITNESS WHEREOF, _____ has caused its name to be subscribed to this Agreement by _____, its _____, and its corporate seal to be hereunto affixed and attested by _____, its _____, said officers being duly authorized therefore; and the City of Lynchburg has caused its name to be hereunto subscribed by Kimball Payne, its City Manager, and its corporate seal to be hereunto affixed and attested by Patricia Kost, its Clerk of Council, said officers being duly authorized therefore, all as to the day and year first above written.

(SEAL)

ATTEST:

(SEAL)

ATTEST:

Clerk of Council

(Contractor)

BY: _____

CITY OF LYNCHBURG

BY: _____
City Manager

KNOW ALL MEN BY THESE PRESENTS: That we _____ (Hereinafter called the Principal) and _____ (Hereinafter called the Surety) are held and firmly bond unto the City of Lynchburg, a Municipal Corporation of the Commonwealth of Virginia (Hereinafter called the Owner) in the penal sum of _____ DOLLARS (\$_____) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract, dated the _____ day of _____, 20____, entered into between the Principal and City of Lynchburg, for _____ (project).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the contract in all respects on his or its part and shall fully pay all obligations incurred in connection with the performance of such contractor on account of labor and materials used in connection therewith and all such obligations of every form, nature, and character, and shall save harmless the Owner from any and all liability of every nature, kind, and character which may be incurred in connection with the performance or fulfillment of such contract on the part of the Principal or other such liability resulting from negligence or otherwise on the part of the Principal, and further shall save harmless the Owner from all costs and damage which may be suffered by reason of the failure of the Principal to fully and completely perform said contract, and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in connection with making good any and every default which may exist on the part of the Principal in connection with the performance of said contract; and further that if the Principal shall pay all lawful claims of all persons, firms, partnerships or corporations for labor performed and materials furnished in connection with the performance of the contract (we agreeing that failure so to do shall give such persons, firms, partnerships or corporations a direct right of action against either the Principal or Surety under this obligation, or both said Principal and Surety), then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated;

PROVIDED HOWEVER, that this bond is issued subject to the following conditions and privileges:

1. That no suit, action or proceeding by reason of any default whatever on the part of the Principal shall be brought on this bond after one year from the date on which final payment on the contract falls due;
2. That any alterations or additions which may be made under the contract or the work to be done under it or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their heirs, executors, administrator, successors or assigns, from their liability hereunder, notice to the Surety of any such alterations, extensions or forbearances being expressly waived.

Executed in four counterparts.

IN WITNESS WHEREOF, _____, the Principal, has caused its name to be hereunto subscribed and its corporate seal to be hereunto affixed and duly attested by its proper officers heretofore duly authorized this _____ day of _____, 20____, and the Surety has caused its name to be hereunto subscribed and its seal affixed by its authorized Attorney-in-Fact.

BY: _____
President

(SEAL)

ATTEST:

Secretary

BY: _____
Attorney-in-Fact

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by, between
and among the City of Lynchburg ("City"), _____
_____ ("Contractor"),

(Name of Bank)

(Address of Bank)

a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth of
Virginia (hereinafter referred to collectively as "Bank"), and _____

("Surety") provides:

I.

The City and the Contractor have entered into a contract with respect to City.
Project No. and Name: _____

("the Contract"). This agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made
hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the
Contractor.

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the Contract, the
City's Director of Finance is required thereby to retain certain amounts otherwise due the Contractor. The
Contractor has, with the approval of the City, elected to have these retained amounts held in escrow by the Bank.
This agreement sets forth the terms of the escrow. The Bank shall not be deemed a part to, bound by, or required
to inquire into the terms of, the Contract or any other instrument or agreement between the City and the
Contractor.

III.

The City shall from time to time pursuant to its contract pay to the Bank amounts retained by it under the
Contract. Except as to amounts actually withdrawn from escrow by the City, the Contractor shall look solely to
the Bank for payment of funds retained under the Contract and paid by the City to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this contract shall be
solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Escrow Agreement shall not be subject to levy,
garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell
or otherwise transfer or dispose of his interest in the escrow account or any part thereof, except to the Surety.

IV.

Upon receipt of checks or warrants drawn by the Director of Finance and made payable to it as escrow agent, the
Bank shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in
approved securities in accordance with the written instruction of the Contractor. In no event shall the Bank invest
the escrowed funds in any security not approved.

EA-1

V.

The following securities, and none other, are approved securities for all purposes of this Agreement:

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,
- (2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (3) Bonds or notes of the City,
- (4) Bonds of any political subdivision of the City, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A", and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates,
- (6) Any bonds, notes, or other evidences of indebtedness listed in Section (1) through (3) may be purchased pursuant to a repurchase agreement with a Bank, within or without the City having a combined capital, surplus and undivided profit of not less than \$25,000,000 provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100 percent of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder, which matures more than five years after the date of its purchase by the Bank or deposit by the Contractor.

VI.

The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank approved securities in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the City's Director of Public Works or the City Engineer, the Director of Finance or the City Accountant shall authorize the Bank to pay the principal of the fund, or any specified amount thereof, to the account of the City of Lynchburg. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by the City's Director of Public Works or the City Engineer, the Director of Finance or the City Accountant shall authorize the Bank to pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services, hereunder the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the Bank's fee or any other costs of administration such income shall be deemed a part of the principal of the fund.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the Contract are not affected hereby.

WITNESS the following signatures, all as of the day and year first above written.

CITY OF LYNCHBURG

CONTRACTOR: _____

BY: _____
City Manager

BY: _____
Officer, Partner, or Owner (Seal)

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TERMS AND CONDITIONS

Acceptance of Deliverables

Contract deliverables will be submitted, reviewed, and accepted according to the following:

General

Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Scope of Work, and/or as subsequently modified by written amendment signed by both parties, all of which shall become part of the final Contract.

Submittal and Initial Review

Upon written notification by the Contractor that a deliverable is completed and available for review and acceptance, the City's authorized representative will use best efforts to review the deliverable within (15) business days after the Deliverable is presented for review, but in no event shall review of such Deliverable require more than (20) business days by the City's authorized representative.

Notice of Rejection

In the event of a partial or total rejection of a Deliverable, the City's authorized representative shall take immediate action to notify Contractor as to the reasons for rejection. Such notification shall be sufficiently detailed to allow the Contractor to determine why such deliverable is unacceptable. The Contractor may request in writing that the City provide additional information as required to affirm the rejection. The Contractor will either correct identified problems within 15 business days after receiving such request or present the City with a plan to fix such problems within a period of time that is acceptable to the City. Notwithstanding anything to the contrary, the Contractor shall not be relieved of his obligation to perform the services consistent with the terms of the Contract.

Fiscal Funding

Continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by City Council. If Council fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the contract shall terminate the date of the beginning of the first fiscal year for which funds are not appropriated, and the City shall notify Contractor 30 business days prior to such event. The Contractor is not obligated to continue work under this contract if funding is insufficient.

Purchase Order/*Amendments*

This Contract includes a purchase order, and is considered the encumbrance document. Work outside the original Scope of Work as submitted, requires an amended scope of work approved by both parties, and shall specify price and applicable rates including expenses accompanied by a purchase order change document. Amendments and change orders are limited to twenty-five (25) percent of the original fixed amount or \$50, 000.00, whichever is greater. Change orders/*Amendments* shall reflect an extension of the original work scope, and must have had a provision for modification in the original proposal. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, duly signed, and approved by the Purchasing Division/ or City Manager.

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Nonassignability

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the City of Lynchburg. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the City. Contractor may assign or transfer this Contract or its rights or obligations hereunder to a successor to the business of Contractor, with prior written approval of the City.

Auditors

Notice is hereby given and it is agreed that the City of Lynchburg, or its designees reserves the right to audit all accounts of the contractor which relate to this contract at no cost to the City or any other agency so authorized. Contractor agrees to retain all records books and other documents relevant to this Contract and the funds expended hereunder for at least three years after project acceptance, or as required by applicable law.

Insurance

Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. *Refer to specific insurance requirement of the Office of Risk Management*

Licenses and Permits

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete the contract.

Taxes

Contractor is responsible for payment of all applicable taxes in connection with this contract including business license, machinery and tool, property, sales or use, and any other associated applicable taxes.

Termination for Default

Contractor's failure to perform in accordance with the terms of Contract will be subject to termination for default. Contractor shall be provided with a written notice of the City's intent to declare Contractor in default, stating the reason for such determination. If a satisfactory resolution has not been reached after provisions of "Notice To Cure", are instituted and exhausted, Contractor will be notified in writing of the City's decision to terminate the Contract, and when repurchase action is taken, the Contractor will be held responsible for any difference in cost. The City shall utilize competitive practices as is practicable under the circumstances in its repurchase actions

Termination for Convenience

The performance of work under Contract may be terminated by the City upon written notice to the Contractor without cause, for any reason in whole or in part, whenever it is determined that such termination is in the City's best interest. In the event of such termination, the rights and obligations of the parties, which by their nature survive termination of services covered by a Contract, shall remain in

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full force and effect after termination. In the event of such termination, the Contractor shall be paid for services rendered and approved up to the date of termination. The Contractor may submit any termination claim within 60 days after receipt of the notice of termination.

Termination for Nonpayment

In the event the City fails to make payment in accordance with the City's standard payment terms; the Contractor may declare the City in default and exercise any right to cure such default. If the City fails to cure such default within 30 days of receiving such written notice, then the Contractor may, by giving written notice to the City, terminate this contract/ and or the applicable Scope of Work as of the end of such 30-day period on such date as is specified in such notice of termination.

Notice of Cure

A cure letter is used when a contractor has failed to perform or deliver in accordance with the provisions of contract. Such notice provides the Contractor a period of time to correct or "cure" the deficiency, and places contractor on notice as to the consequences for failure to take the required corrective action. Such notice may be given orally, or in writing, informs Contractor that non-conformance is a breach of contract and, if the deficiency is not corrected within a stated number of days, the City will terminate the contract for default and hold the Contractor liable for any excess costs.

Force Majeure

Neither party hereto shall be deemed to be in default of any provision of contract, or failure in performance, resulting from acts or events beyond the reasonable control of such party. The Contractor shall notify the City in writing as soon as Contractor knows, or should reasonably know, that a force majeure event has occurred that will delay completion of the scope of work. Said notification shall include reasonable proof required by the City to evaluate any Contractor request for relief. The City's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any force majeure event.

Independent Contractor

No relationship of employer and employee is created by this or any other subsequent contract. In the performance of its work and duties, contractor is at all times acting and performing as an independent contractor in the practice of its profession. The City shall neither have nor exercise control or direction over the methods by which contractor performs services pursuant to a contract. Contractor (including without limitation, it's officers, shareholders, subcontractors, and employees) has no claim under any resultant contract or otherwise against the City for social security benefits, workers compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other benefit of any kind.

Indemnification for Damages, Taxes and Contributions

Contractor shall indemnify, defend, and hold harmless the City, it's officers, agents employees and volunteers from and against any and all claims, demands, losses, damages, defense costs or liability of any kind or nature which the City may sustain or incur or which may be imposed upon it for injury or death of persons, or damage to property as a result of contractor negligence. Such indemnification includes any damage to the person(s) or property(ies) of the contractor and third parties.

Any and all Federal, state and local taxes, charge, fees, or contribution required to be paid with respect to facilitation of a contractual relationship, shall be borne by the contractor.

Miscellaneous Provisions

1. **Successors and Assigns-** *The contractor shall insure to the benefit of, and be binding upon, the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this article shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this contract.*
2. **Survival of Rights and Obligations-** *In the event of termination, the rights and obligations of the parties, which by their nature survive termination of the services covered by contract, shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under contract shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts records and data shall be extended as provided in section termed herein as "Auditor", and the hold harmless agreement shall survive.*
3. **Drug and Alcohol Policy-** *Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it. Contractor shall maintain a drug-free workplace for contractors employees and post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractors workplace and specifying the actions that will be taken against employees for violation of such prohibition, and place in all of contractors advertisements and solicitations, that contractor maintains a drug-free workplace and such prohibitions shall apply to contractors vendors and subcontractors.*
4. **Publicity-** *Contractor agrees to submit to the City all advertising, sales, promotion, and other public matter relating to any service furnished by contractor wherein the City's name therewith may be inferred or implied. Contractor further agrees not to publish or use any such advertising, sales promotion, or publicity matter without prior written consent of the City.*
5. **Attorneys Fees-** *In the event that suit is brought to enforce or interpret any part of a contract, the prevailing party shall be entitled to recover as an element of its cost of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgement. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgement for purposes of determining whether a party is entitled to recover its cost or attorney's fees.*
5. **No Conflict of Interest-** *Contractor represents that it has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under a City contract.*
6. **No Discrimination-** *In connection with the performance of services provided under contract, contractor shall not discriminate on the grounds of race, color, creed, ancestry, national origin, religion, sex, marital status, age, medical condition or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State, or local laws. (Also see anticollusion, anti discrimination statement)*
8. **Non-Assignment of Contract-** *The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of a contract or contractor's right, title or interest in or to the same or any part thereof without the express written consent of the City; and any action by contractor without the City's previous written consent shall be void.*

This contract, (together with the Request for Proposal/sealed bid/ and addenda issued thereto by the City, the proposal/bid / or original quotation submitted by the Contractor in response to the City's Request for Proposals/sealed bid or general request for services, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the proposal; second priority shall be given to the provisions of the Request for Proposal and amendments thereto; and third priority shall be given to the provision of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below

Contractors Signature

Title_____

Date_____

City's Authorized Representative

Title_____

Date_____

SECTION I

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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SECTION I

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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SECTION I
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.1 SCOPE OF WORK

The work included under this contract shall consist of all labor, material, equipment and the performance of all work necessary to complete the project known as "PROPOSED BRIDGE REPAIR OF CRANEHILL DRIVE OVER IVY CREEK"

This project consists of replacement of one (1) bridge deck (220' long), numerous substructure repairs, painting structural steel and repaving bridge approaches.

1.2 SUBMITTAL OF BIDS

Bids shall be prepared and submitted in accordance terms and conditions outlined in these bid documents or as specified by the City's Procurement Office.

Bidders are required to comply with Chapter 11, Title 54.1, Code of Virginia (1950) as amended, and meet requirements of the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43, Paragraph 2.2-4311, Employment discrimination prohibitions and paragraph 2.2 -4312, Drug free workplace. Each bidder shall place over his signature on the bid proposal and the outside of the envelope containing his bid one of the following notations: "Registered Virginia Contractor No:" or "Registration not required under Chapter 11, Title 54.1, Code of Virginia."

1.3 SPECIFICATIONS

The term specifications shall refer to the General Specifications and Standard Drawings for the City of Lynchburg, 1978 revision, 19th Printing, or associated documents as delineated here-in, the Project Manual for "PROPOSED BRIDGE REPAIR OF CRANEHILL DRIVE OVER IVY CREEK" and applicable sections of the VDOT Road & Bridge Specifications, 2002, including applicable Special Provisions and Special Provision Copied Notes, and VDOT Road & Bridge Standards, 2001, are also hereby incorporated by reference.

1.4 PLANS AND SPECIFICATIONS

Plans, Specifications, and Contract Documents are open to public inspection at the office of the City Engineer, 2nd Floor, 900 Church Street, City Hall, Lynchburg, VA; Dodge Plan Room, Roanoke and Richmond, VA; Valley Construction New, Roanoke, VA.

Contract Documents, including Plans and Specifications may be viewed and printed directly from the City's website at www.lyncburgva.gov/procurement. Full size plans may be obtained from the project consultant for a cost of \$30.00. Full sets of bid documents may also be obtained from the consultant for a non-refundable fee of \$50.00.

1.5 BID GUARANTEE

The first sentence of the first paragraph of Section 1.10 of the General Specifications and Standard Drawings is completely replaced by the following: Each bid must be accompanied by a certified check on a bank satisfactory to the OWNER or a Bid Bond in the amount of five percent (5%) of the amount of bid, made payable to the OWNER, as assurance that the successful bidder will enter into contract within ten (10) days after notification of award of contract.

The successful bidder will be required to provide a performance bond equal to 100% of the contract.

1.6 PRE-BID CONFERENCE

MANDATORY attendance is required at the Pre-Bid Conference for all contractors who will bid on this project. The Pre-Bid Conference will be held at **10:00 a.m., February 11, 2004**, at City Hall, Training Room, Second Floor, 900 Church St, Lynchburg, Virginia, for the purpose of discussing all regulations, specifications, and answering related questions. A visit to the site will follow the conference. Of particular concern at this conference will be the City's requirements for affording equal opportunity to all qualified persons to bid on subcontract work performed as a part of this project.

1.7 AWARD OF CONTRACT

- A. This Contract shall be a unit price contract with award determined by the lowest responsible base bid for the Construction Scheme selected by the City, and the accepted alternates, submitted based on the estimated unit quantities on the bid proposal, qualifications of bidder, and an evaluation of the bidders' effort to utilize "Disadvantaged Business Enterprises."
- B. The award of this Contract will be to the lowest responsible bidder whose qualifications indicate the award will be in the best interest of the OWNER and whose bid meets the prescribed requirements. The OWNER reserves the right to reject any and all bids and waives any and all informalities and the right to disregard all nonconforming or conditional bids or counter proposals.
- C. Unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, pursuant to Section 18-158 of the Lynchburg Procurement Ordinance, the City may negotiate with the apparent low bidder to obtain a contract price within available funds.

1. Procedures for Negotiations. If the City wishes to negotiate with the apparent low bidder to obtain a contract price within available funds, negotiations shall be conducted in accordance with the following procedures:

- a. The using agency shall provide the Purchasing Agent , with a written determination that the apparent low bid exceeds available funds. Said determination shall be confirmed in writing by the Director of Finance or his designee. The using agency shall also provide the purchasing agent with a suggested reduction in scope for the proposed purchase.

- b. The Purchasing Agent shall advise the lowest responsible bidder, in writing, that the proposed purchase exceed available funds. He shall further suggest a reduction in scope from the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal based upon the proposed reduction in scope.

- c. Repetitive informal discussions with the lowest responsible bidder for purposes of obtaining a contract within available funds shall be permissible.

d. The lowest responsible bidder shall submit an addendum to its bid, which addendum shall include: the change in scope for the proposed purchase, the reduction in price, and the new contract value.

e. If the proposed addendum is acceptable to the City, the City may award a contract within funds available to the lowest responsible bidder based upon the amended bid proposal.

f. If the City and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

1.8 INVESTIGATION OF CONDITIONS

Bidders are requested and expected to visit the sites of the project and acquaint themselves with all available information concerning any special conditions which will be encountered during construction of the project, such as labor conditions, transportation, utilities, storage facilities, availability of materials, site peculiarities, and other conditions which might have a bearing on the construction.

It should be noted that utilities (electrical lines, telephone lines and cables, gas lines, sewer lines and water lines) shall be protected by the Contractor. Any and all damage caused by the construction of the project shall be the total responsibility of the Contractor, and any necessary repairs shall be made by the Contractor at his expense.

Bidders shall become familiar with federal, state and local laws, ordinances, rules and regulations affecting the work. They shall be responsible for any permits, licenses, fees, taxes and other money obligations required for them to complete the project. This shall not be a "pay" item or extra work.

Failure to make the foregoing investigation shall not relieve the successful bidders of assuming all responsibility for improperly estimating the difficulties of performing the complete work as required.

1.9 INTERPRETATION OF ESTIMATED QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities of work to be done and the materials to be furnished under these specifications as shown on the bid sheets, is approximate only, and is given as a basis of calculations for comparing bids and awarding contracts. The Owner does not assume any responsibility that the quantities given shall be obtained in the construction and reserves the right to increase or decrease the quantities shown or to omit any of them as it deems necessary. Payment to the Contractor will be made only for those actual quantities of work performed or materials furnished according to these specifications.

1.10 BID OPENING

Sealed bids will be accepted at the Procurement office, Third Floor, City Hall, until 3:00 p.m., February 18, 2004, and then be opened and publicly read in the Bid Opening Room, Third Floor, City Hall. All interested parties are invited to attend.

1.11 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor agrees to commence work and complete the project in accordance with the time period set forth in the written "Notice to Proceed". The project shall be completed in its entirety on or before November 5, 2004. The Contractor shall begin work on or after March 29, 2004. The Agreement shall stipulate that the Contractor shall complete the work no later than November 5, 2004. This is a "Fixed Completion Date" Contract with the "Fixed Completion Date" being November 5, 2004.

All work for this Contract shall be completed and accepted on or before the time limit established in the Contract. In the event the Contractor fails to complete the work by the time limit, liquidated damages, representing the estimated additional cost of administration, engineering, supervision, inspection and other expenses will be assessed in the amount of \$1000.00 for each calendar day beyond the time limit, including Sundays and Holidays, that the project is not completed.

The Contract time specified in the Bid Form shall be on the basis of "Fixed Completion Date" as defined in Section 108.09 of the Virginia Department of Transportation Road & Bridge Specifications, 2002.

1.12 PRE-CONSTRUCTION CONFERENCE

After the signing of this contract, a pre-construction conference shall be held. The date, time and location of the pre-construction conference will be determined by the Engineer after the bids are received. The purpose of this meeting will be to discuss, in detail, all aspects of the specifications and the scheduling of the work.

1.13 DISADVANTAGED BUSINESS ENTERPRISE PLAN

A. Policy Statement

It is the policy of the City of Lynchburg to utilize Disadvantaged Business Enterprises wherever possible in contracting. This commitment can be demonstrated by the efforts taken in the development of this plan and in correspondence within this organization stating such position.

B. List of Procedures to Ensure an Opportunity to DBE's

The following procedures will be utilized by the City of Lynchburg to obtain Disadvantaged Business Enterprise participation:

Advertise 30 days before bids or proposals are requested. It should be noted that some projects may be advertised less than 30 days due to certain circumstances.

Provide written notice to DBE's that their interest in a proposed contract is solicited, with invitation to attend pre-bid meetings.

Maintain a list of DBE's to be contacted.

C. Designation of Sponsor's Liaison Officer

The following person has been assigned the responsibility to manage and implement the Disadvantaged Business Enterprise Program:

Name: Melva Walker
Title: Administrative Grants Coordinator
Address: City Hall - Department of Community Planning and Development
P.O. Box 60, Lynchburg, VA 24505
Telephone: (434) 847-1671

D. Disadvantaged Business Enterprise Directory Availability

An up-to-date DBE Directory is available from the Liaison Officer and will be provided to all bidders and proposers upon request.

E. Selection Criteria to Emphasize DBE Goals

Selection of successful project Contractors will include a consideration of cost and a serious evaluation of whether the competitor has conscientiously attempted to meet DBE goals. A requirement of the contract agreement will be that a genuine concerted effort will be made to use Disadvantaged Business Enterprises wherever possible.

1.14 EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

A. During the Performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contract. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will not discriminate against and will make reasonable efforts to accommodate disabled persons as required by the Americans with Disabilities Act.

(2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

(3) Notices, advertisements, and solicitations placed in accordance with Federal Law, rules of regulations shall be deemed sufficient for meeting the requirements of this Section.

- B. The Contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

1.15 RIGHT OF REJECTION OF CONTRACT ITEMS

The City hereby reserves the right to reject any unit price that it considers to be out of line with reasonable and customary costs as determined by the City Engineer and substitute payment for such by other means outlined in this contract.

1.16 BIDDER TO BE SKILLED AND CAPABLE

Before the contract is awarded, the Contractor submitting the lowest bid must satisfy the City that he has the requisite organization, capital, equipment, ability, personnel, and at least five (5) years experience in municipal type work for which he has submitted a bid. Each bidder shall, with his bid, submit a list of at least five (5) projects of similar size and dollar value completed within the last five (5) years, giving location, dollar value, year completed and the name(s) of the owner(s) and Engineer(s).

The Contractor shall verify to the City that he has sufficient and qualified personnel to provide for the contract work and have the ability to provide the necessary materials and equipment on an emergency basis during non-regular hours.

Failure by the lowest bidder to sufficiently satisfy the City on his ability to meet any of the above requirements will serve as grounds for rejection of the bid.

END OF SECTION 1

SECTION II

SUPPLEMENTAL GENERAL CONDITIONS

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SECTION II

SUPPLEMENTAL GENERAL CONDITIONS

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SECTION II

SUPPLEMENTAL GENERAL CONDITIONS

2.1 CONTRACT DOCUMENTS

The City of Lynchburg General Specifications and Standard Drawings, (1978, Nineteenth printing, the VDOT "Road and Bridge Specifications" (2002), including Special Provisions and Special Provision Copied Notes, the VDOT Road & Bridge Standards, 2001, the Project Manual, Plans, Special Provisions, Addenda, and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the Supplemental Specifications and plan notes will govern. Payment will only be made for those pay items and pay units given on the Bid Proposal Form.

2.2 THE CONSTRUCTION SCHEDULE

The Contractor shall submit, for review, a detailed Construction Schedule prior to beginning work on the project. The OWNER shall be notified in advance of any major changes in the Construction Schedule as the project progresses. In order to assist the Engineer with project staffing requirements for the following week, the Contractor shall provide the Engineer, on each Friday, with a detailed work schedule for the following week. The Contractor shall provide the Engineer with at least a seventy-two (72) hour notice for the following items: 1) Placement of all concrete, all waterproofing, all asphalt pavement, 2) All traffic lane changes, 3) All guardrail, 4) All riprap, 5) All aggregate base material, 6) All flexible pavement planning, 7) All pipe, 8) All drop inlets, 9) All expansion joint replacements, 10) All deck grooving, 11) All application of paint to structural steel. The Contractor may be charged for additional costs of inspection when material and workmanship are found to not be ready for inspection at the time the Contractor calls for inspection.

2.3 PAYMENTS

- A. All requests for payments shall be in the office of the Engineer, Schwartz & Associates, Inc., by the 25th of each month. It shall be the Contractor's responsibility to meet with the appropriate inspector or project representative before this time to verify contract quantities and payment requests.
- B. The following procedure will be utilized by the City of Lynchburg and all its contractors to obtain an account of work performed by minority business enterprise participants. Upon submittal of each monthly estimate, a separate sheet (DBE Form 1), which will be supplied by the Engineering Office, is to be completed. This form must be completed and submitted to this office before any payments for the previous month's work will be made. One copy of this form will be submitted, along with

each estimate and a duplicate copy will be submitted to Melva Walker, Community Development Planner, P. O. Box 60, Lynchburg, VA 24505. This form will include the total amount of dollars for this monthly estimate and will include the total dollar value of work completed by any minority business enterprise utilized.

- C. Partial payments shall be made on a monthly basis on or before the fifteenth of each month covering work performed in accordance with the contract requirements.

At least ten days prior to submitting the first application for a partial payment, Contractor shall submit a progress schedule, a final schedule of Shop Drawings submission and a schedule of values of the work. These schedules shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by the Engineer, it shall be incorporated into the form of application for payment furnished by the Engineer.

At least ten days before each partial payment falls due (but not more often than once a month) the Contractor shall submit to the Engineer for review an application for payment filled out and signed by Contractor covering the work completed as of the date of the application and accompanied by such data and schedules as Engineer may reasonably require. The Engineer will within ten days after receipt of each application for payment, either approve payment or return the application to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application. The City shall, within ten days of approval of application for payment, pay the Contractor the amount approved by the Engineer. If the Engineer determines that the Contractor has been overpaid, all further partial payments may be credited against such overpayment.

From the total of the amounts so determined for partial payments will be deducted an amount equivalent to five percent of the whole, which will be retained by the City as described hereinafter, and the balance, less all previous payments, will be certified for payment.

- D. Alternative forms of security in accordance with sec 2.2-4338 Code of VA. may be used. In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check or cash escrow in the face amount for the bond. Such alternative forms of security must be approved by the City's Attorney.

At the time the Contractor submits a bid, the Contractor shall have the option to use the escrow account procedure for utilization of City retained funds (in accordance with sec. 2.2-4335 of the Code of VA.), by so indicating in the space provided in the bid documents. In the event the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included in the Bid and Contract shall be executed and submitted to the City within fifteen (15) calendar days after notification. If the "Escrow Agreement" form is not submitted as noted hereinbefore, the Contractor shall forfeit such rights to the agent. The

Contractor, the escrow agent and the surety shall execute an "Escrow Agreement" form and submit same to the City for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" form shall contain the complete address of the escrow agent and surety, and the executed "Escrow Agreement" will be authority for the City to make payment of retained funds to the escrow agent. After approving the agreement, the City will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent. The escrow agent may, in accordance with the stipulations contained in the "Escrow Agreement," invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the City. When the final estimate is released for voucher, the City will direct the escrow agent to settle the escrow account by paying the Contractor or the City monies due them as determined by the City. The City reserves the right to recall retained funds and to release same to the surety upon receipt of written request from the Contractor or in the event of default.

Total contract value shall be considered to mean the original amount of the contract, except when the contract is increased or decreased by more than 20 percent in which case the adjusted total shall be used.

The City reserves the right to withhold the payment of any partial or final estimate voucher or any sum or sums thereof from such vouchers in the event of the failure of the Contractor to promptly make payment to all persons supplying equipment, tools, or materials, or for any labor used by him in the prosecution of the work provided for in the contract, and for any other cause, including overpayment on previous partial payments.

- E. Payment for material on hand - When requested in writing by the Contractor, allowances may be made for material delivered for use on a project, but not incorporated in the work if a bill of sale or other evidence, so as to protect the owner's title to said material be presented and the material be stored in a manner acceptable to the Engineer.
- F. Acceptance and Final Payment - When final inspection and final acceptance have been duly made by the Engineer, the Engineer will prepare the final statement of any changes from the contract documents either as additions to or deductions from the original contract quantities. Thereafter, the Contractor will be afforded 10 days in which to review the final estimate in the City Engineer's office before payment. Prior to final payment, the Contractor shall certify to the City that he has made all settlements, or satisfactory arrangements therefore, for labor, materials and supplies entering into or used by him on the work and shall furnish such other certificates as are required by the City as a prerequisite to the issuance of final payment. In case such evidence is not furnished, any amount necessary to meet such claims may be retained by the City from any monies due the Contractor until such claims be fully satisfied and liens therefore discharged.

Upon review of the final estimate by the Contractor and approval by the Engineer, there will be paid to the Contractor the entire sum due after deducting all previous payments and other amounts to be retained or deducted under the provisions of the contract. All final payments will become due and payable within 90 days after final acceptance of the entire project, as provided hereinbefore. All prior partial estimates and payments shall be subject to correction in the final estimate and payments. Prior to receipt of final payment, the Contractor shall provide a letter of release to the City for all claims by and liabilities to the Contractor for all work done or materials furnished, or for any action of the City or its agents affecting the work.

All ENGINEER costs for discussing and reviewing Contractor requested substitutions shall be borne by the Contractor, whether or not the substitutions are approved. These costs shall be deducted from the "Final Payment" to the Contractor and paid to the ENGINEER.

2.4 SUBCONTRACTS

All bidders shall note the requirements of Section 2.18 of the General Specifications and Standard Drawings which requires that all Contractors proposing subcontract work shall solicit written proposals from at least two qualified subcontractors where possible for such work. The Contractor shall take all reasonable measures to insure that all contractors, including disadvantaged Contractors, are given an equal opportunity to bid on any work to be subcontracted. Bids which include proposals for subcontract work must indicate that proposals were requested from disadvantaged Contractors where available. These proposals shall be on file with the Contractor and available for review by the City. The City, in an effort to afford equal opportunity to all minorities and disadvantaged Contractors, will strictly enforce and adhere to the requirements of this section.

2.5 USE OF EXPLOSIVES

Use of explosives will not be allowed on this project.

2.6 USE OF COMPLETED PORTIONS OF THE WORK

All bidders should note the requirements of Section 2.23 of the General Specifications and Standard Drawings which allows the Owner to have the right to use, occupy or place into operation any portion of the work that has been completed sufficiently to permit safe use, as determined by the Engineer.

2.7 CERTIFICATES OF PAYMENT

The first paragraph of Section 2.31 of the General Specifications and Standard Drawings is completely replaced by the following:

The Engineer shall measure quantities of materials completed by the 25th day of the month in accordance with the Methods of Construction. The Owner shall pay to the Contractor ninety-five percent (95%) of the total amount due, in accordance with the contract prices for these materials, around the fifteenth (15th) day of the current month. The Owner shall retain five percent (5%) of the amount due until final completion and acceptance of the work covered by the contract.

The second paragraph of Section 2.31 of the General Specifications and Standard Drawings is completely replaced by the following:

Upon final completion and acceptance of all work required under the contract, and the filing of the Contractor's affidavit that no unpaid bills or claims exist, and upon the certificate of the Engineer, the Owner shall pay to the Contractor within thirty (30) days the total amount due the Contractor under the terms of the contract documents, including the five percent (5%) retained, less all prior payments and advances to the account of the Contractor. All prior certificates and partial payments, including those pertaining to additions to or deductions from the contract, shall be subject to correction or adjustment within this, the final payment.

2.8 RESPONSIBILITY OF THE CONTRACTOR

Section 2.10 of the General Specifications and Standard Drawings shall be revised to read as follows:

The Contractor shall take all responsibility for the work, and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him on account of the amount or character of the work, or because the nature of the land in which or on which the work is done is different from what was estimated or expected, or on account of the weather, elements, or other causes; and, shall assume the defense of and indemnify and save harmless the City, its employees, officers and agents from and against any and all claims, liabilities, judgments, costs, causes of action, damages and expenses, and shall pay all attorney's fees, court costs and other costs incurred in defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, officers and agents by reason of the Contractor's work, whether, such claims arise from the labor and materials furnished for the work; from inventions, patents, and patent rights used in doing the work; or on account of any personal injury or death or damage to property of any person or corporation resulting from the Contractor's work or the actions of the Contractor's employees, officials or agents in performing the work or furnishing materials thereto or caused by the acts of any other person whatsoever, whether or not such persons are subject to the Contractor's control; or in consequence of any improper materials or implements of labor used therein; and, through any act, omission or neglect of the Contractor and his employees, officials and agents. The City, its employees, officers and agents shall not have to give the Contractor any specific type of notice of claims arising out of the Contractor's work.

The Contractor shall carry insurance as specified in Section 2.10 of these specifications. The Contractor shall at all times enforce strict discipline and good order among his employees; and shall seek to avoid employing on the work any unfit person or anyone not skilled or qualified in the work assigned to him.

2.9 CONTRACTUAL DISPUTES

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. However, written notice of the contractor's intention to file a claim, shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Pending claims shall not delay payment of amounts agreed due in the final payment.

2.10 ADMINISTRATIVE APPEALS PROCEDURE

Any prospective bidder may appeal a decision by the City in accordance with section 2.2-4365 Code of VA., by registering a written complaint to the City's Purchasing Agent detailing the complaint and any relief sought.

2.11 ACCEPTANCE AND GUARANTEE

At the completion of the project, a final inspection will be made by the Engineer. The Contractor will be notified of the remaining work to be performed. When the work is satisfactorily completed, notification will be given in writing that the project has been accepted. The retainage held for this completed project will be released upon acceptance of the project. The guarantee period will be one (1) year after the date of notification of acceptance except as noted in Section 2.11. See Section 2.20 of the City's General Specifications and Standard Drawings (1978) for additional information on Guarantee.

2.12 INSURANCE

The Contractor shall be required to obtain and maintain insurance as specified in Section (2.6) Insurance of the General Specifications and Standard Drawings, 1978 revision, Nineteenth Printing, with the following exception:

- A. Section 2.6 Insurance, opening paragraph, include the following sentence:

"All certificates of insurance shall name the City of Lynchburg, its officers and employees and Schwartz & Associates, Inc., its officers and employees as additional insured."

- B. Section 2.6 Insurance, Part A, shall be revised to read as follows:

- A. Contractor's Automobile Liability (Bodily Injury and Property Damage)
Combined single limit coverage shall be provided for the following limits:

Bodily Injury Liability & Property Damage Liability	1,000,000 Dollars each occurrence
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- C. Section 2.6 Insurance, Part C, shall be revised to read as follows:

- "C. Contractor's Comprehensive General Liability (Bodily Injury and Property Damage) combined single limit coverage shall be provided for the following limits:

Bodily Injury Liability	2,000,000 Dollars each occurrence
Property Damage Liability	2,000,000 Dollars each occurrence"

- D. Section 2.6 Insurance, Part D, delete "Public Liability Insurance" and substitute "Comprehensive Liability Insurance."

- E. Section 2.6 Insurance, Part E, shall be revised to read as follows:

Excess catastrophe coverage shall be provided by the Contractor with a minimum limit of \$5,000,000 dollars.

